# Jersey City Redevelopment Agency

## REQUEST FOR QUALIFICATIONS

**PROFESSIONAL ENVIRONMENTAL SERVICES**

**Qualification Term**
**October 2026 to October 2027**

**EPA Brownfield Grant Funds**
**Hazardous Discharge Site Remediation Grant Funds**
**and Other Funded Work**

## SUBMISSION DEADLINE

## 11:00 A.M.

## OCTOBER 6, 2026

**ADDRESS ALL PROPOSALS TO:**

**Yvette Sanchez**
**Assistant Project Manager**
**Jersey City Redevelopment Agency**
**4 Jackson Square**
**Jersey City, New Jersey 07305**
**201-761-0826**

## GENERAL INFORMATION & SUMMARY

## ORGANIZATION REQUESTING STATEMENT OF QUALIFICATION

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

## CONTACT PERSON

Yvette Sanchez
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305
201-761-0826

## PURPOSE OF REQUEST

The Jersey City Redevelopment Agency ("Agency") is requesting qualification statements from qualified individuals and firms to identify Licensed Site Remediation Professional(s) who are qualified to provide Professional Environmental Services (the "Services", as further described in Section 2, herein). Proposals will be evaluated in accordance with the criteria set forth in this Request for Qualifications ("RFQ"). Using this RFQ, the Agency intends to identify individuals/firms who will be available to provide the Services as needed during the Qualification Term. One or more individuals/firms may be selected to provide the Services. If selected, the Board of Commissioners of the Agency will approve a resolution pre-qualifying the individual(s)/firm(s). Thereafter, the Agency may elect to award contracts utilizing vendors from its pre-qualified list during the Qualification Term.

## QUALIFICATION TERM

October 2026 through October 2027 (the "Qualification Term")

## CONTRACT FORM

If, after being qualified by the governing body of the Agency, an individual/firm is selected to provide services, such Qualified Respondent shall be required to execute the Agency's form of contract, which includes indemnification, insurance, termination, and licensing provisions. A complete copy of a draft Agency contract is available upon request.

## GLOSSARY

The following definitions shall apply to and are used in this RFQ:

"Agency" - refers to the Jersey City Redevelopment Agency.

"City" - refers to the City of Jersey City.

"Contractor" - refers to the Qualified Respondent(s) who are awarded and enter into contracts with the Agency.

"Qualification Statement" - refers to the complete responses to this RFQ submitted by the Respondents.

"Qualified Respondent" - refers to those Respondents who in the sole judgment of the Agency have satisfied the qualification criteria set forth in this RFQ.

"RFQ" - refers to this Request for Qualifications, including any amendments thereof or supplements thereto.

"Respondent" or "Respondents" - refers to the interested persons and/or firm(s) that submit a Qualification Statement.

"Services" - refers to those services described in Section 2, herein.

## SECTION 1
## INTRODUCTION AND GENERAL INFORMATION

### 1.1. Introduction and Purpose

The Agency is soliciting Qualification Statements from interested persons and/or firms for the provision of the Services, as more particularly described in Section 2 herein. Through a RFQ process described herein, persons and/or firms interested in assisting the Agency with the provision of the Services must prepare and submit a Qualification Statement in accordance with the procedure and schedule in this RFQ. The Agency will review Qualification Statements only from those persons and/or firms that submit a Qualification Statement which includes all information required to be included as described herein.

The Agency intends to qualify persons and/or firm(s) that:

a. possess the professional, financial and administrative capabilities to provide the the Services; and

b. will agree to work under the compensation terms and conditions determined by the Agency.

## 1.2. Procurement Process and Schedule

The selection of Qualified Respondents is not subject to the bidding provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. The selection of Qualified Respondents is subject to the "New Jersey Local Unit Pay-to-Play" Law, N.J.S.A. 19:44A-20.4 et seq. The Agency has structured a procurement process that seeks to obtain the desired results described above, while establishing a competitive process to assure that each person and/or firm is provided an equal opportunity to submit a Qualification Statement in response to the RFQ. Qualification Statements will be evaluated in accordance with the criteria set forth in this RFQ, which will be applied in the same manner to each Qualification Statement received.

Qualification Statements will be reviewed and evaluated by the Agency's executive staff. The Qualification Statements will be reviewed to determine if the Respondent has met the minimum professional, administrative and financial qualifications described in this RFQ. Based upon the totality of the information contained in the Qualification Statement, including information about the reputation and experience of each Respondent, executive staff will determine which Respondents are qualified under the criteria stated herein.

The RFQ process commences with the issuance of this RFQ. The steps involved in the process and the anticipated completion dates are set forth in Table 1, Procurement Schedule. The Agency reserves the right to, among other things, amend, modify or alter the Procurement Schedule. .

All communications concerning this RFQ or the RFQ process shall be directed to the Agency's designated Contact Person, in writing.

Qualification Statements must be submitted to, and be received by, the Agency via mail or hand delivery by **11:00 a.m. prevailing time on October 6, 2026**. Qualification Statements submitted via hand delivery must be delivered to the Agency's offices on Mondays through Thursdays only, between the hours of 10:00 a.m.–4:00 p.m. Qualification Statements shall be opened in public in the Agency's Conference Room located at 4 Jackson Square, Jersey City, New Jersey.

Subsequent to issuance of this RFQ, the Agency may modify, supplement or amend the provisions of this RFQ in order to respond to inquiries received from prospective Respondents or as otherwise deemed necessary or appropriate by and in the sole judgment of the Agency. Respondents are responsible to check the website to verify whether or not any addenda have been posted.

**TABLE 1**

**PROCUREMENT SCHEDULE**

| | ACTIVITY | DATE |
|---|---|---|
| 1. | Issuance of Request for Qualifications | August 20, 2026 |
| 2. | Receipt of Qualification Statements | October 6, 2026 |
| 3. | Completion of Evaluation of Qualification Statements | October 14, 2026 |
| 4. | Qualifying Firms | October 20, 2026 |
| 5. | Qualification Term | October 2026–<br>October 2027 |

## 1.3 Conditions Applicable to RFQ

Upon submission of a Qualification Statement in response to this RFQ, the Respondent acknowledges and consents to the following conditions relative to the submission and review and consideration of its Qualification Statement:

1. This document is an RFQ and does not constitute a Request for Proposals ("RFP").

2. This RFQ does not commit the Agency to issue an RFP.

3. All costs incurred by the Respondent in connection with responding to this RFQ shall be borne solely by the Respondent.

4. The Agency reserves the right, in its sole judgment, to reject any and all responses and components thereof and to eliminate any and all Respondents responding to this RFQ from further consideration for this procurement.

5. The Agency reserves the right, in its sole judgment, to reject any Respondent that submits incomplete responses to this RFQ, or a Qualification Statement that is not responsive to the requirements of this RFQ.

6. The Agency reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFQ, or otherwise request additional information.

7. All Qualification Statements shall become the property of the Agency and will not be returned.

8. The Agency may request Respondents to interview with the Agency.

9. Any and all Qualification Statements not received by the Agency **by 11:00 a.m. prevailing time on October 6, 2026** will be rejected.

10. Neither the Agency nor its officers, officials or employees shall be liable for any claims for damages resulting from the solicitation or preparation of the Qualification Statement, nor will there be any reimbursement to Respondents for the cost of preparing and submitting a Qualification Statement or for participating in this procurement process.

## 1.4. Rights of Agency

The Agency reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFQ and the procurement process in accordance with the provisions of applicable law:

1. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFQ.

2. To supplement, amend or otherwise modify the RFQ through issuance of addenda by posting on the Agency's website.

3. To waive any technical non-conformance with the terms of this RFQ.

4. To change or alter the schedule for any events called for in this RFQ upon the issuance of notice by posting on the Agency's website.

5. To conduct investigations of any or all of the Respondents, as the Agency deems necessary or convenient, to clarify the information provided as part of the Qualification Statement and to request additional information to support the information included in any Qualification Statement.

6. To suspend or terminate the procurement process described in this RFQ at any time, in its sole discretion. If terminated, the Agency may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

7. The Agency shall be under no obligation to complete all or any portion of the

procurement process described in this RFQ.

## 1.5 Addenda or Amendments to RFQ

During the period provided for the preparation of responses to the RFQ, the Agency may issue addenda, amendments, or answers to written inquiries. Those addenda will be noticed by the Agency by posting on the Agency's website and will constitute a part of the RFQ. All responses to the RFQ shall be prepared with full consideration of the addenda issued prior to the Qualification Statement submission date.

## 1.6 Cost of Qualification Statement Preparation

Each Qualification Statement and all information required to be submitted pursuant to the RFQ shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the Agency, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFQ.

## 1.7 Qualification Statement Format

Qualification Statements must cover all information requested in this RFQ. Qualification Statements which in the judgment of the Agency fail to meet the requirements of the RFQ or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected.

# SECTION 2
# SCOPE OF SERVICES

## 2.1 General Scope of Services

It is the intent of the Agency to solicit Qualification Statements from Respondents that have expertise in the provision of professional environmental services as described below. Respondents must demonstrate that they will have the continuing capabilities to perform the Services. The Qualified Respondent(s) will provide the Agency with professional environmental services in connection with, but not necessarily limited to, the scope described below.

## 2.2. Description of Services

The Agency has secured multiple U.S. Environmental Protection Agency ("EPA") grants to help fund the Agency's Environmental Brownfields Program. In addition, the Agency secures State Hazardous Discharge Site Investigation Fund ("HDSRF") grants as well as other funding for investigation and remediation activities associated with its Brownfields Program. This program involves conducting environmental investigations, remediation planning, possible remediation, and other related activities in order to pursue the

redevelopment of brownfield sites within the City. Specific activities could include: Phase I, II, III investigations and reporting, geophysical surveys, monitoring well installations and sampling, underground tank removals, GIS mapping services, project management, and other related tasks necessary to support the Agency's brownfield redevelopment efforts and activities. The Agency anticipates that it will retain a Licensed Site Remediation Professionals ("LSRP") to provide many of the services described herein.

The scope of services will be determined on an as-needed, site-specific basis. The selected Respondent(s) may be required to prepare a brief scope of work and cost estimate for each project at no additional charge. The selected Respondent(s) will be expected to prepare a draft and final reports detailing sampling procedures, testing protocols, results and conclusions and any recommendations. Prior to sampling, Work Plans, Health and Safety Plans, and Quality Control/Quality Assurance Plans will be prepared by the selected Respondent(s) for each site(s), if required.

Respondents must be familiar with the programs, rules, and regulations of the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection as they pertain to the scope of services described herein. Specifically, consultants must be thoroughly familiar with the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., the Brownfield and Contaminated Site Remediation Act N.J.S.A. 58:10B-1 et seq., and the Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.

## SECTION 3
## SUBMISSION REQUIREMENTS

### 3.1 General Requirements

The Qualification Statement submitted by the Respondent must meet or exceed the professional, administrative, and financial qualifications set forth in this Section 3 and shall incorporate the information requested below.

In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its Qualification Statement. Respondents are encouraged to be clear, factual, and concise in their presentation of information.

### 3.2 Administrative Information Requirements

The Respondent shall, as part of its Qualification Statement, provide the following information:

1. An executive summary (not to exceed two (2) pages) of the information contained in all the other parts of the Qualification Statement.

2. An executed letter of Qualifications, (see Attachment A).

3. Name, address, and telephone number of the Respondent submitting a qualification Statement pursuant to this RFQ, and the name of the key contact person.

4. The number of years Respondent has been in business under the present name.

5. An executed letter of Intent (see Attachment A).

6. The number of years Respondent has been under the current management.

7. Any judgments within the last three (3) years in which Respondent has been adjudicated liable for professional malpractice. If any, please explain.

8. Whether the Respondent is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

9. Confirmation of appropriate federal and state licenses to perform activities, to include copies of appropriate license(s) for the lead staff(s) proposed for the work.

10. Completed certificates, forms and other paperwork as set forth in Attachment A of this RFQ.

## 3.3 Professional Information Requirements

1. Respondent shall submit a description of its overall experience in providing the Services sought in the RFQ. At a minimum, the following information on past experience should be included as appropriate to this RFQ:

    a) Description of Respondent's education, experience, qualifications, number of years with the firm and a description of their experience with redevelopment projects;

    b) Explanation of how experience relates to the Services described in Section 2; and

    c) Name, address and contact information of at least four (4) references who have knowledge of such services.

2. Brief description of Respondent's relevant clients, including municipal government clients, during the last three (3) years. Contact information for the recipients of the similar services must be provided. The Agency may obtain references from any of the parties listed.

3. Resumes of key employees, including those individuals who are expected to perform the tasks described in the scope of services described herein.

4. A narrative statement of the Respondent's understanding of the Agency's needs and goals.

5. List all immediate relatives of Principal(s) of Respondent who are elected officials or employees of the City and/or the Agency. For purposes of the above, "immediate relative" means a spouse, parent, stepparent, sibling, child, stepchild, direct-line aunt or uncle, grandparent, grandchild, and in-laws or anyone living in Respondent's household.

6. A billing rate sheet identifying cost details including, but not limited to, the hourly rates of each of the individuals who will be performing the Services, expenses, unit pricing for laboratory analysis, and subcontractors.

## 3.4 Indemnification and Insurance Requirements

1. The Contractor shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency, the City and the EPA, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the Agency and/or the City and/or the Contractor, or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Contractor to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency and/or the City's own alleged acts and/or omissions. This requirement of the Contractor to indemnify, defend and hold harmless the Agency and/or the City shall apply in the case of damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.

2. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, the Agency and/or the City's right to seek common law indemnification from the Contractor or to otherwise pursue any kind of claim arising from or relating to any act or omission by the Contractor shall not be abridged, modified or curtailed in any way.

3. A. The Contractor shall procure, purchase and maintain the following insurance during the term of its contract with the Agency. The insurance policies described herein shall be kept in force until the submission of final invoices by the Contractor for all Services required hereunder.

i. **Commercial General Liability Coverage**. The Contractor shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of general liability ("**CGL**") insurance insuring against any and all liability arising out of the Contractor's non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars ($2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

ii. **Professional Liability Insurance**. The Contractor shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of professional liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per claim, and Two Million Dollars ($2,000,000.00) in the aggregate.

iii. **Workers' Compensation Insurance**. The Contractor shall, at its own cost and expense, obtain and keep in force during the term of the Contract, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Contractor with limits of not less than:

$500,000.00 per accident for bodily injury by accident;

$500,000.00 policy limit for bodily injury by disease; and

$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize the Contractor as its employee and will not be responsible for any workers' compensation claims filed against the Contractor. The Contractor shall have no status relative to the Agency other than that of independent contractor.

iv. **Automobile Liability Coverage**. The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than Three Hundred Thousand Dollars ($300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").

B. The following riders shall be made a part of the policies described above:

i. The CGL and Automobile Liability Coverage policies obtained by the Contractor pursuant to the Contract shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 58 or its equivalent.

ii. Prior to commencement of any work pursuant to the Contract, the Contractor shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to the Contract, and in the case of the Contractor's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

iii. The presence of employees of the Agency on the property where the Services will be performed shall not invalidate any term or condition of any of the Contractor's policies of insurance required to be purchased and maintained pursuant to the Contract.

iv. The policies required to be purchased and maintained pursuant to the Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Contractor or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Contractor and to the Agency.

v. The Contractor shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under the Contract.

## SECTION 4
## INSTRUCTIONS TO RESPONDENTS

### 4.1. Submission of Qualification Statements

Respondents must submit an original and one (1) electronic copy (PDF) copy of their Qualification Statement to the designated Contact Person.

Qualification Statements must be received by the Agency **no later than 11:00 a.m. prevailing time on October 6, 2026** and must be mailed or hand delivered. Qualification Statements submitted via hand delivery must be delivered to the Agency's offices on Mondays through Thursdays only, between the hours of 10:00 a.m.–4:00 p.m. Qualification Statements forwarded by facsimile or e-mail will not be accepted.

To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein. Qualification Statements and all related information must be bound and signed and acknowledged by the Respondent.

## SECTION 5
## EVALUATION

The Agency's objective in soliciting Qualification Statements is to enable it to select persons and/or firms that will provide high quality and cost-effective services to the Agency. The Agency will consider Qualification Statements only from Respondents that,

in the Agency's sole judgment, have demonstrated the capability and willingness to provide high quality services to the Agency in the manner described in this RFQ.

Qualification Statements will be evaluated by the Agency as to which are the most advantageous, price and other factors considered. The evaluation will consider:

1. Quality, thoroughness, and responsiveness of the Qualification Statement to the submission requirements;

2. Experience in the Services identified in Section 2 of this RFQ, especially with regard to redevelopment and urban settings;

3. Knowledge of the Agency, the City, and other pertinent government experience;

4. Price proposal (including billing rate schedule);

5. Staffing, personnel, and the ability to complete assignments in a timely manner and meet project schedules; and

6. Other factors demonstrated to be in the best interests of the Agency.

The Agency will select the most advantageous Qualification Statements based on all of the evaluation factors set forth in this RFQ. The Agency will qualify the persons and/or firms that are in the best interest of the Agency.

The Agency reserves the right to:

a. Not select any of the Qualification Statements; and

b. Award a contract(s) for the Services at any time within the Qualification Term. Every Qualification Statement should be valid throughout the Qualification Term.

The Agency shall not be obligated to explain the results of the evaluation process to any Respondent.

## SECTION 6
## GENERAL TERMS AND CONDITIONS

1. The Agency reserves the right to reject any or all Qualification Statements, if necessary, or to waive any informalities in the Qualification Statements, and, unless otherwise specified by the Agency, to accept any item, items or services in the Qualification Statement should it be deemed in the best interest of the Agency to do so.

2. Each Qualification Statement must be signed by the person authorized to do so.

3. Qualification Statements may be mailed or hand delivered. In the case of mailed Qualification Statements, the Agency assumes no responsibility for Qualification Statements received after the designated date and time and will return late Qualification Statements unopened. Qualification Statements will not be accepted by facsimile or e-mail.

4. In accordance with Affirmative Action Law, P.L. 1975 c. 127 (N.J.A.C. 17:27) with implementation of July 10, 1978, Contactors must agree to submit individual employer certifications and numbers or complete Affirmative Action employee information reports. Also, during the performance of the contract awarded based upon this RFQ, the Contractor agrees as follows: (a) The Contractor or subcontractor where applicable, will not discriminate against any employee because of age, race, creed, color, national origin, ancestry, marital status, or affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and section for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause: (b) the Contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex or handicap; (c) the Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency's contracting officer advising the labor union or worker's representative of theContractor's commitments under this act and shall post copies of the notice; (d) the Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the treasurer pursuant to the P.L. 1975, c.127, as amended and supplemented from time to time.

5. No Respondent shall influence, or attempt to influence, or cause to be influenced, any Agency officer or employee to use his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

6. No Respondent shall cause or influence, or attempt to cause or influence, any Agency/City officer or employee to use his/her official capacity to secure unwarranted privileges or advantages for the Respondent or any other person.

7. Should any difference arise between the parties as to the meaning or intent of these instructions or specifications, the decision of the Agency's General Counsel shall be final and conclusive.

8. The Agency shall not be responsible for any expenditure of monies or other expenses incurred by the Respondent in making its Qualification Statement.

## SECTION 7
## MISCELLANEOUS REQUIREMENTS

When grants are used to fund the Services, firms selected and contracted must adhere to all applicable requirements and will be subject to the terms and conditions of the cooperative agreement(s) and other grant agreements as applicable between the Agency and the funding agency/grantor. These requirements may include, but are not limited to:

1. A contract may be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.

2. A contract may be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub Part O).

3. A contract will be subject to general Federal requirements for contracts under cooperative agreements, including mandatory steps for Contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise.

4. A Contractor may be required to comply with other applicable regulations. The Agency reserves the right to request certification that the Respondent or Respondent's subcontractors are not disbarred from receiving federal funds. The Agency reserves the right to request other document deemed necessary or desirable in order to accept state or federal funds.

**END OF GENERAL INSTRUCTIONS**

# ATTACHMENT A

## RESPONDENT CHECKLIST AND REQUIRED FORMS

**Jersey City Redevelopment Agency**
**Request for Qualifications: _____**

**RESPONDENT:**

**RESPONDENT CHECKLIST**

| Item | Respondent Initials | Review |
|---|---|---|
| A. Letter of Qualification | | |
| B. Letter of Intent | | |
| C. Non-Collusion Affidavit | | |
| D. Statement of Ownership Disclosure | | |
| E. Mandatory Affirmative Action Language | | |
| F. Americans with Disabilities Act | | |
| G. Affirmative Action Compliance Notice | | |
| H. New Jersey Anti-Discrimination Provisions, | | |
| I. M/WBE Questionnaire | | |
| J. Employee Information Report | | |
| K. Business Registration Certificate | | |
| L. Disclosure of Investment Activities in Iran | | |
| M. Acknowledgement of Receipt of Revisions or Addendums | | |

**All Required Forms must contain Original Signature(s)**

## LETTER OF QUALIFICATION

**Note: To be typed on Respondent's Letterhead.**
**No Modifications may be made to this letter.**

**[Insert date]**

**Yvette Sanchez**
**Project Manager**
**Jersey City Redevelopment Agency**
**4 Jackson Square**
**Jersey City, New Jersey 07305**

Dear Ms. Sanchez:
The undersigned have reviewed the Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the Jersey City Redevelopment Agency, dated **[insert date],** in connection with the Agency's need for _____.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of **(Name of Respondent).**

**(Signature of Chief Executive Officer)**

_____

**(Typed Name and Title)**

_____

**(Typed Name of Firm)***

_____

**Dated**

*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.

**LETTER OF INTENT**

**(Note: To be typed on Respondent's Letterhead. No Modifications may be made to this letter.)**

[Insert date]

**Yvette Sanchez**
**Project Manager**
**Jersey City Redevelopment Agency**
**4 Jackson Square**
**Jersey City, New Jersey 07305**

Dear Ms. Sanchez:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the Jersey City Redevelopment Agency, dated **[insert date]**, in connection with the Agency's need for _____

**Name of Respondent** HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.

2. (**Name of Respondent**) agrees (agree) to participate in good faith in the procurement process as described in the RFQ and to adhere to the Agency's procurement schedule.

3. (**Name of Respondent**) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.

4. (**Name of Respondent**) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Agency.

5. (**Name of Respondent**) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **(Name of Respondent)** acknowledges and agrees that the Agency may modify,

amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Agency shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. **(Name of Respondent)** acknowledges that any contract executed with respect to the provision of professional planning services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Signature of Chief Executive Officer)

_____

(Typed Name and Title)

_____

_____
(Typed Name of Firm)*
Dated

* If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

# JERSEY CITY REDEVELOPMENT AGENCY
## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Revision(s) or Addendum/Addenda:

| AGENCY REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION | How Received (mail, email, pick-up, etc.) | Date Received |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Respondent)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

## NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:

COUNTY OF _____

I, _____of the _____ of _____in the County of _____, and the State of _____, of full age, being duly sworn according to the law on my oath, depose and say that:

I am _____of the firm of _____the Respondent submitting the Proposal to the **JERSEY CITY REDEVELOPMENT AGENCY** for the contract for _____ Services, and that I executed the said Proposal with full authority to do so; that said respondent has not, directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with this procurement; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **JERSEY CITY REDEVELOPMENT AGENCY** relied upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fees, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

(Name of Respondent)

Authorized Signature: _____

Name of Signatory: _____

Title of Signatory: _____

Company Name: _____

Company Address: _____

_____

Telephone: _____

Date: _____

Subscribed and Sworn to before me
this ____day of _____, 2026

_____

Signature of Notary Public

# OWNERSHIP DISCLOSURE FORM

**RESPONDENT NAME:**
**PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE CITY OF JERSEY CITY ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.**

| | YES | NO |
|---|---|---|
| 1. The Respondent is a **Non-Profit Entity**; and therefore, no disclosure is necessary. | ☐ | ☐ |
| 2. The Respondent is a **Sole Proprietor**; and therefore, no other disclosure is necessary. | ☐ | ☐ |
| A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor. | | |
| 3. The Respondent is a **corporation, partnership, or limited liability company**. | ☐ | ☐ |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

| | |
|---|---|
| **NAME** | **NAME** |
| **ADDRESS** | **ADDRESS** |
| **ADDRESS** | **ADDRESS** |
| **CITY** | **CITY** |
| **STATE ZIP** | **STATE ZIP** |
| **NAME** | **NAME** |
| **ADDRESS** | **ADDRESS** |
| **ADDRESS** | **ADDRESS** |
| **CITY** | **CITY** |
| **STATE ZIP** | **STATE ZIP** |

4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? **YES** ☐ **NO** ☐

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

| | |
|---|---|
| **NAME** | **NAME** |
| **ADDRESS** | **ADDRESS** |
| **ADDRESS** | **ADDRESS** |
| **CITY** | **CITY** |
| **STATE ZIP** | **STATE ZIP** |
| **NAME** | **NAME** |
| **ADDRESS** | **ADDRESS** |
| **ADDRESS** | **ADDRESS** |
| **CITY** | **CITY** |
| **STATE ZIP** | **STATE ZIP** |

5. As an alternative to completing this form, a Respondent with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*

* *Attach additional sheets if necessary*

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**
**N.J.A.C. 17:27**
**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the Respondent agrees as follows:

The Respondent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation, the Respondent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Respondent will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Respondent's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Respondent agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Respondent agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Respondent agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Respondent agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Respondent agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Respondent shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

The Respondent shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Submitted by

Name of Respondent: _____

This _____ day of _____, 2026.

_____
Authorized Signatory

_____
Type or Printed Name & Title

_____
Telephone Number

**AMERICANS WITH DISABILITIES ACT OF 1990**

## Equal Opportunity for Individuals with Disability

The contractor and the Jersey City Redevelopment Agency, (hereafter the "Agency") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Agency pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Agency in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Agency, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Agency's grievance procedure, the contractor agrees to abide by any decision of the Agency which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Agency, or if the Agency incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Agency shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the Agency or any of its agents, servants, and employees, the *Agency shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Agency or its representatives.

It is expressly agreed and understood that any approval by the Agency of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Agency pursuant to this paragraph.

It is further agreed and understood that the Agency assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Agency from taking any other actions available to it under any other provisions of the Agreement or otherwise at law._____

NAME OF COMPANY:_____

NAME OF OFFICIAL:

TITLE: _____ DATE:_____

SIGNATURE: _____

## AFFIRMATIVE ACTION COMPLIANCE NOTICE
## N.J.S.A. 10:5-31 and N.J.A.C. 17:27

## GOODS AND SERVICES CONTRACTS
## (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:531 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in
accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

## NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
## N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**
**Questionnaire for Respondents**
Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total Agency procurement to minority and woman owned business enterprises.
To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: _____

Address: _____

Telephone No.: _____

Contact Name: _____

Please check applicable category :

_____Minority Owned

_____Minority & Woman Owned

____Woman Owner

_____Neither

**Definition of Minority Business Enterprise**
Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Form AA302
Rev. 11/11

# STATE OF NEW JERSEY

**Division of Purchase & Property**
**Contract Compliance Audit Unit**
**EEO Monitoring Program**

## EMPLOYEE INFORMATION REPORT

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

### SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET CITY COUNTY STATE ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

10. PUBLIC AGENCY AWARDING CONTRACT
CITY COUNTY STATE ZIP CODE

| Official Use Only | DATE RECEIVED | INAUG.DATE | ASSIGNED CERTIFICATION NUMBER |
|---|---|---|---|
| | | | |

### SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

| JOB CATEGORIES | ALL EMPLOYEES | | | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | MALE | | | | | FEMALE | | | | | |
| | COL. 1 TOTAL (Cols.2 &3) | COL. 2 MALE | COL. 3 FEMALE | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | |
| Office & Clerical | | | | | | | | | | | | | | |
| Craftworkers (Skilled) | | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | |
| Total employment From previous Report (if any) | | | | | | | | | | | | | | |
| Temporary & Part-Time Employees | The data below shall NOT be included in the figures for the appropriate categories above. | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

### SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) SIGNATURE TITLE DATE MO DAY YEAR

17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO.,EXTENSION)
- -

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED $150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOUR ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

**Racial/Ethnic Groups will be defined:**
**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.
**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.
**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.
**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF $150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury**
**Division of Purchase & Property**
**Contract Compliance Audit Unit**
**EEO Monitoring Program**
**P.O. Box 206**
**Trenton, New Jersey 08625-0206** **Telephone No. (609) 292-5473**

## New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Jersey City Redevelopment Agency ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

**Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

| STANDARD BID DOCUMENT REFERENCE | | | | | | |
|---|---|---|---|---|---|---|
| **Name of Form** | **COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN** | | | | | |
| **Statutory Reference** | P.L. 2022, c. 3<br>N.J.S.A. 52:32-55 et seq.<br>N.J.S.A. 40A:11-2.1<br>N.J.S.A. 18A:18A-49.4 | | | | | |
| **Applicability** | | **Y/N** | | **Mandatory** | **Optional** | **N/A** |
| | **LPCL** | Y | Goods and Services | X | | |
| | **PSCL** | Y | Construction | | | X |
| **Instructions Reference** | | | | | | |
| **Description** | P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.<br><br>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list"). | | | | | |

## Prohibited Russia-Belarus Activities & Iran Investment Activities

| Person or Entity | |
|---|---|

### Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

### CONTRACT AWARDS AND RENEWALS

| | |
|---|---|
| ☐ | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.) |

| CONTRACT AMENDMENTS AND EXTENSIONS | |
|---|---|
| ☐ | *I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.) |
| **IF UNABLE TO CERTIFY** | |
| ☐ | *I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.* |

## Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

## Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.*

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| **Full Name (Print)** | | **Title** | |
| **Signature** | | **Date** | |